

1 BILL NO. S-81-12-12

2 SPECIAL ORDINANCE NO. S- 298-81

3
4 AN ORDINANCE approving a contract for
5 Resurfacing and Restoring Improvement
6 Resolution 5919-81, between the City
7 of Fort Wayne, Indiana, and Wayne
8 Asphalt and Construction Company, Inc.
9 for resurfacing and restoring.

10 BE IT ORDANINED BY THE COMMON COUNCIL OF THE CITY OF
11 FORT WAYNE, INDIANA:

12 SECTION 1. That a certain contract dated November 18,
13 1981, between the City of Fort Wayne, Indiana by and through
14 its Mayor and the Board of Public Works and Wayne Asphalt and
15 Construction Company, Inc., for:

16 resurfacing and restoring pavement as
17 designated on the following steets:

18 (1) Rockhill Street, from south curb
19 line of Washington Blvd. to the north
20 curb line of Jefferson St.

21 (2) Lavina Street, from west property
22 line of Union St. to east curb line of
23 Van Buren St.

24 (3) Union Street, from south curb line
25 of Lavina St. to the south property line
26 of Leykauf St.

27 (4) Nelson Street, from south curb line
28 of Berry Street to a point 70 feet south
29 of Wilt Street.

30 (5) Swinney Park Place, from west curb line of
31 Garden Street to the south curb line of
32 Jefferson Street,

under Board of Public Works Resurfacing and Restoring Pavement
Resolution Number 5918-81, at a total cost of \$48,776.42, all
as more particularly set forth in said contract which is on
file in the Office of the Board of Public Works and is by
reference incorporated herein and made a part hereof, be and
the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in ful force
and effect from and after its passage and approval by the Mayor.

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Samuel J. Talarico
COUNCILMAN

APPROVED AS TO FORM AND
LEGALITY DECEMBER 4, 1981

B. O. Boxberger

BRUCE O. BOXBERGER, CITY ATTORNEY

Read the first time in full and on motion by Talarico, seconded by Eisbart, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, the _____ day of _____, at _____ o'clock _____ M., E.S.T.

DATE: 12-8-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~Lost~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u>0</u>	_____	_____	_____
BURNS	<u>X</u>	_____	_____	_____	_____
EISBART	<u>X</u>	_____	_____	_____	_____
GIAQUINTA	<u>X</u>	_____	_____	_____	_____
NUCKOLS	<u>X</u>	_____	_____	_____	_____
SCHMIDT, D.	<u>X</u>	_____	_____	_____	_____
SCHMIDT, V.	<u>X</u>	_____	_____	_____	_____
SCHOMBURG	<u>X</u>	_____	_____	_____	_____
STIER	<u>X</u>	_____	_____	_____	_____
TALARICO	<u>X</u>	_____	_____	_____	_____

DATE: 12-22-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-298-81 on the 22nd day of December, 1981.

ATTEST:
Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

(SEAL)
John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of December, 1981, at the hour of 10:00 o'clock PM M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 28th day of Dec. 1981, at the hour of 3 o'clock PM, E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-12-12

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN
ORDINANCE approving a contract for Resurfacing and Restoring
Improvement Resolution 5919-81, between the City of Fort Wayne Asphalt
and Construction Company, Inc. for resurfacing and restoring

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

PAUL M. BURNS, VICE CHAIRMAN

JAMES S. STIER

MARK E. GIAQUINTA

DONALD J. SCHMIDT

12-22-81
CONCURRED IN

DATE 12-22-81 CHARLES W. WESTERMAN, CITY CLERK

55 44

PROJECT C.D. + P. GROUP #5 RESURFACING BID ANALYSIS SHEETDATE 10-28-81RES. NO. 5919-81

MATERIAL

OFFICE OF CITY ENGINEER
FORT WAYNE INDIANA

CONTRACTORS			ESTIMATE	EXTENSION	Wayne Asphalt		Hipskind Asphalt		Dailey Asphalt		Moellicong		Rieth & Riley		Brooks		UNIT
STREETS — ALLEYS — SIDEWALKS	QUAN	UNIT MATERIAL			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	
1637	SY	Pavement Removal	6.00	9822.00	3.00	4911.00	2.20	3601.00	2.60	4256.00	3.00	4911.00	3.25	5156.55	4.89	8004.93	UN
275	Ton	HAC #9 Binder	25.00	6875.00	23.50	6462.50	25.00	7012.50	27.21	7482.75	35.90	9872.50	35.00	9625.00	33.25	9143.25	
516	Ton	HAC #11 Binder	25.00	13,158.00	25.66	13,240.55	26.00	13,416.00	28.15	14,525.00	26.35	13,596.00	32.00	16,512.00	28.00	14,448.00	
537	Ton	HAC A-2 Surface	28.00	15,036.00	28.16	15,132.66	29.50	15,841.50	30.61	16,437.52	31.10	16,700.20	32.00	17,184.00	35.00	18,795.00	
156	Ton	Joint & Crack Sealer	700.00	1092.00	725.00	1131.00	750.00	1170.00	850.00	1326.00	525.00	819.00	500.00	780.00	1255.00	1957.80	
12E	Ea	C.B's Adjust & Set to Grade	220.00	2640.00	185.00	2220.00	250.00	3000.00	175.00	2100.00	190.00	2280.00	150.00	1800.00	150.00	1800.00	
10	Ea	M.H's Adjust & Set to Grade	220.00	2200.00	185.00	1850.00	200.00	2000.00	175.00	1750.00	190.00	1900.00	150.00	1500.00	100.00	1000.00	
14	Ea	WY's Adjust & Set to Grade	65.00	910.00	60.00	840.00	50.00	700.00	80.00	1120.00	65.00	910.00	60.00	840.00	75.00	1050.00	
2	Ea	New Standard C.B. (in Place)	1250.00	2500.00	1225.00	2450.00	1000.00	2000.00	1350.00	2700.00	1350.00	2700.00	1500.00	3000.00	1200.00	2400.00	
1	Ea	New Inlet	850.00	850.00	538.20	538.20	750.00	750.00	600.00	600.00	835.00	835.00	500.00	500.00	900.00	900.00	
				\$55083.00		\$48,776.42		\$49,491.40		\$52,297.92		\$54,524.80		\$56,897.55		\$59,499.48	
						11% under		10% under		5% under		1% under		3% over		8% over	

71-124-22
11/18/81

CONTRACT

This Agreement, made and entered into this 18th day of November, 1981

by and between.

WAYNE ASPHALT & CONST. COMPANY, INC.

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

Resolution No. 5919-81: Group #5 C.D. & P. Resurfacing

(SEE ATTACHED IMPROVEMENT RESOLUTION)

by grading and paving the roadway to a width of _____feet with _____

 upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a
 good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-
 ment Resolution No. 5919-1981 and at the following price per lineal foot _____

At the following prices:

Pavement Removal	Three dollars and no cents per square yard	3.00
H.A.C. #9 Binder	Twenty-three dollars and fifty cents per ton	23.50
H.A.C. #11 Binder	Twenty-five dollars and sixty-six cents per ton	25.66
H.A.C. A-2 Surface	Twenty-eight dollars and eighteen cents per ton	28.18
Joint & Crack Sealer	Seven hundred twenty-five dollars and no cents per ton	725.00
C.B.'s Adjust & Set to Grade	One hundred eighty-five dollars and no cents each	185.00
M.H.'s Adjust & Set to Grade	One hundred eighty-five dollars and no cents each	185.00
Water Valves Adjust & Set to Grade	Sixty dollars and no cents each	60.00
New Standard C.B.'s (In Place)	One thousand, two hundred twenty-five dollars and no cents each	1,225.00
New Standard Inlet (In Place)	Five hundred thirty-eight dollars and seventy cents each	538.70
TOTAL	Forty-eight thousand, seven hundred seventy-six dollars and forty-two cents	\$48,776.42

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended), concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5919-81 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before June 30, 1982 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 12th day of November, 1981.

ATTEST:

Edward F. Dehner
Corporate Secretary

WAYNE ASPHALT & CONSTR. CO., INC.

BY: C. K. Stewart

WTS: C. K. STEWART, PRES.

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

TR 11-25

Robert Anderson

Betty R. Collins

Its Board of Public Works and Mayor.

ATTEST:

Sandra Kennedy
Secretary and Clerk

Richard E. Miller
ASSOCIATE CITY ATTORNEY

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
 - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
 - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
 - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
 - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
 - (5) the following practices are not included in the meaning of "discrimination":
 - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

- (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
- (2) a record of such an impairment, and includes,
- (3) a person who is regarded as having such an impairment; provided that,
- (4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5919 - 1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

- (1) ROCKHILL STREET - From the south curb line of Washington Blvd. to the north curb line of Jefferson St.
- (2) LAVINA STREET - From the west property line of Union Street to the east curb line of Van Buren Street.
- (3) UNION STREET - From the south curb line of Lavina Street to the south property line of Leykauf St.
- (4) NELSON STREET - From the south curb line of Berry Street to a point 70 feet south of Wilt Street.
- (5) SWINNEY PARK PLACE - From the west curb line of Garden Street to the south curb line of Jefferson St.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana from monies appropriated from Community Development & Planning Funds.

ADOPTED, this _____ day of _____, 1981.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

Thomas W. Latchem, Chairman

Roberta Anderson-Staten, Member

Betty R. Collins, Member

ATTEST: _____
Secretary & Clerk

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we WAYNE ASPHALT AND CONSTR. CO., INC.
as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY

_____, a corporation organized under the laws of the
State of MARYLAND, and duly authorized to transact business in the
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,
Indiana, an Indiana Municipal Corporation in the sum of FORTY-EIGHT THOUSAND,
SEVEN HUNDRED AND SEVENTY-SIX DOLLARS AND FORTY-TWO CENTS _____
(\$ 48,776.42 _____), for the payment whereof well and truly to be made,
the Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents. The
condition of the above obligation is such that

WHEREAS, the Principal did on the _____ day of _____, 19____,
enter into a contract with the City of Fort Wayne to construct

Resolution No. 5919-81: To improve by resurfacing and restoring pavement as follows:

- 1) Rockhill St. - From south curbline of Washington Blvd. to north curbline of Jefferson St.
- 2) Lavina St. - From west property line of Union St. to east curbline of VanBuren St.
- 3) Union St. - From south curbline of Lavina St. to south property line of Leykauf St.
- 4) Nelson St. - From south curbline of Berry St. to a point 70 feet south of Wilt St.
- 5) Swinney Park Place - From the west curbline of Garden St. to south curbline of Jefferson St.

at a cost of \$ 48,776.42 _____, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

WAYNE ASPHALT AND CONSTR. CO., INC.

(Contractor)

BY: C. K. Stewart

ITS: C. K. STEWART, PRES.

ATTEST:

Yaste, Zent & Rye, Inc.

Authorized Agents
(Title)

UNITED STATES FIDELITY & GUARANTY
Surety

*BY: Samuel Ross

Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

GENERAL POWER OF ATTORNEY

No. 86572

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint
Lane I. Ross

of the City of Fort Wayne, State of Indiana,
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Ross

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 9th day of January, A. D. 1976

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Thomas A. Zecha

(SEAL)

(Signed) Ray H. Britt

STATE OF MARYLAND, }
BALTIMORE CITY, } ss:

On this 9th day of January, A. D. 1976, before me personally came Thomas A. Zecha, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Ray H. Britt, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Thomas A. Zecha and Ray H. Britt were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1978...

(SEAL)

(Signed) Herbert J. Aull

Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, } Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 9th day of January, A. D. 1976

(SEAL)

(Signed) Robert H. Bouse

Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may be law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, rendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

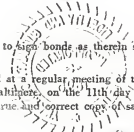
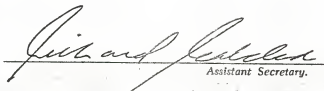
I, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

Lane I. Ross

of **Fort Wayne, Indiana**, authorizing and empowering her to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on **November 10, 1981**
(Date)



Assistant Secretary.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

-----WAYNE ASPHALT AND CONSTR. CO., INC.-----
(Name of Contractor)

-----6600 Ardmore Avenue, Fort Wayne, Indiana 46809-----
(Address)

a CORPORATION, hereinafter called Principal,
(Corporation, Partnership or Individual)

and UNITED STATES FIDELITY AND GUARANTY COMPANY
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of FORTY-EIGHT THOUSAND, SEVEN HUNDRED AND SEVENTY-SIX DOLLARS AND FORTY -TWO CENTS for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 19____, for the construction of:

Improvement Resolution No. 5919-81

To improve by resurfacing and restoring pavement as follows:

- 1) Rockhill St. - From south curbline of Washington Blvd. to north curbline of Jefferson St.
- 2) Lavina St. - From west property line of Union St. to east curbline of VanBuren St.
- 3) Union St. - From the south curbline of Lavina St. to south property line of Leykauf St.
- 4) Nelson St. - From south curbline of Berry St. to a point 70 feet south of Wilt St.
- 5) Swinney Park Place - From west curbline of Garden St. to south curbline of Jefferson St.

at a cost of FORTY-EIGHT THOUSAND, SEVEN HUNDRED AND SEVENTY-SIX DOLLARS AND FORTY-TWO CENTS
(\$ 48,776.42), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 counter-
(number)
parts, each one of which shall be deemed an original, this 10th day of
November, 1979.

(SEAL)

ATTEST:

Edward J. Dehner
(Principal) Secretary

WAYNE ASPHALT AND CONST. CO., INC.
Principal

BY C. K. Stewart
C. K. STEWART, PRES.
(Title)

(Address)

Witness as to Principal

(Address)

UNITED STATES FIDELITY & GUARANTY

Surety
BY Lane J. Ross
Attorney-in-Fact
(Authorized Agent)

201 W. Wayne St.,

Ft. Wayne, Indiana

(Address)

Arthur C. Zwick
Witness as to Surety

201 W. Wayne St.,

(Address)

Fort Wayne, Indiana

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

GENERAL POWER OF ATTORNEY

No. 86572

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Ross

of the City of Fort Wayne, State of Indiana,
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Ross

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 9th day of January, A. D. 1976

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Thomas A. Zecha

(SEAL)

(Signed) Ray H. Britt

STATE OF MARYLAND, } ss:
BALTIMORE CITY, }

On this 9th day of January, A. D. 1976, before me personally came Thomas A. Zecha, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Ray H. Britt, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Thomas A. Zecha and Ray H. Britt were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company. My commission expires the first day in July, A. D. 1978...

(SEAL) (Signed) Herbert J. Aull

Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, } Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 9th day of January, A. D. 1976

(SEAL) (Signed) Robert H. Bouse

Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

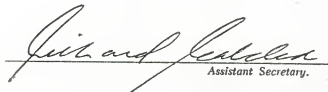
I, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

Lane I. Ross

of **Fort Wayne, Indiana**, authorizing and empowering her to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on November 10, 1981
(Date)


Assistant Secretary.

IN RE:

WAGE SCALE

CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF OCTOBER, NOVEMBER AND DECEMBER, 1981.

in compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION

	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	15.90	.65	1.45			3c if
BOILERMAKER	S	16.00	1.37½	1.40		3c	
BRICKLAYER	S	14.41	.80	.80		2c	6c if
CARPENTER (BUILDING) (HIGHWAY)	S	13.40	.70	6%		2c	4c if
	S	12.73	.80	.80		5c	2c if
CEMENT MASON	S	12.85	.75	.80		2c	
ELECTRICIAN	S	15.75	.55	3%+80c		6c	15c if
ELEVATOR CONSTRUCTOR	S	15.92	1.34	1.08½	8%	3½c	
GLAZIER	S	14.34	-	.55	.40	6c	37c holiday 1.00 ann. 2c if
IRON WORKER	S	14.20	1.00	1.85		4c	
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	10.20-11.20	1.00	.75		9c	
	S-US-SS	9.75-10.60	1.00	.75		9c	
	S-US-SS	9.75-10.60	1.00	.75		9c	
LATHER	S	12.33		.80		1c	3c if
MILLWRIGHT & PILEDRIVER	S	13.80	.70	6%		2c	4c if
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	10.45-15.50	.75	1.00		10c	
	S-SS-US	10.18-13.69	.75	1.00		10c	
	S-SS-US	9.29-12.44	.75	.65		10c	
PAINTER	S	11.70-12.70	.85	1.00		12c	12c misc.
PLASTERER	S	13.48	.60	.80			
PLUMBER & STEAMFITTER	S	16.05	.85	1.30		7c	7c if
MOSAIC & TERRAZZO GRINDER	S	9.50-11.5-					
ROOFER	S	13.90		.50			
SHEETMETAL WORKER	S	15.37	.92	1.01		15c	52c sasm 17c if
	S-SS US	10.60½-11.50½	36.50pw	41.00pw			
TEAMSTER (BUILDING) (HIGHWAY)	S-SS US	10.21-10.81	34.50pw	41.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 30 DAY OF Sept: 1981

Sue Stone
 REPRESENTING GOVERNOR, STATE OF INDIANA

TO V. ST
 REPRESENTING THE AWARDED AGENT.

Fred M. Pie
 REPRESENTING STATE A.F.L. & C.I.O.

DECISION NO. IN80-2019

POWER EQUIPMENT OPERATORS (CONT'D)

GROUP IV - Mixers 145 Capacity or Less; Trench Machine Cutting 24" and under; Farm Tractor with less than Half Yard Bucket and Other Attachments Except Back Hoe; Truck Crane Oilier; Power Subgrader Bull Float; Form Grader; Finishing Machine; Pavement Breaker; Rock Crushers; One Drum Machine; One Air Compressor; Concrete Pump; Gunite Machine; Air Tuggers; Truck Crane Drivers; House Elevators When Used for Hoisting Material; Two to Four Generators or Welding Machines; Mechanical Heaters Irrespective of Motor Power When Used for Temporary Heat; Small Rollers on Earth; Engine Tenders; Wagon Drill; Excelsior; Conveyor; Two to Four Water Pumps; Siphon and Pulsometer; Distributor Operator on Trucks; Tamping Power Broom; Post Hole Digger; Self-Propelled Concrete Saw; Striping Machine (Motor Driven); Form Tapper; Seaman Tiller; Bulk Cement Plant Equipment Greaser; Track Jack; Mud Jack; Concrete Buggies Motor Driven; Oilers; Barrel Type Mixer; One Welding Machine or One Water Pump; Air Valves or Steam Valves from Plant; Concrete Mixers Without Skip; Curing Machine; Concrete & Blacktop Curb Machine; Dock stands

Cranes with Booms from 145 ft. to 199 ft. Including Jib Receive Additional \$.75 Per Hour
Cranes with Boom over 199 ft. Including Jib Receive Additional \$1.25 Per Hour

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the Labor standards contract clauses (29 CFR, 5,5 (a)(1)(ii)).

Modification No. 1, dated May 2, 1980
Modification No. 2, dated June 13, 1980

SUPPLEMENTAL DECISION

STATE: Indiana
DECISION NUMBER: IN80-2015
Supercedes Decision No.: IN79-2060, dated June 22, 1979 in FR 36683
DESCRIPTION OF WORK: Heavy and Highway Construction Projects

COUNTIES: *See below
DATE: Date of Publication

*Statewide, except Lake, Laporte, Porter and St. Joseph Counties

CARPENTERS:

Jasper, Newton and Starke Counties
Elkhart County *Excluded*
Bartholomew (Camp Atterbury), Boone, Fountain, Hamilton, Hancock, Hendricks, Johnson (except Edinburg), Marion, Montgomery, Morgan (except Washington), Parke (except portion lying west of a line south and north running through Jessup, Nosedale, Carbondale, and Poland), Putnam, Vermillion (north of the south city limits of Summit Grove) and Warren Counties
Remainder of State of Indiana

CEMENT MASONS:

Adams, Allen, Dekalb, Hobbs, Strouben and Whiteley Counties
Brown, Jackson, Jefferson, Jennings, Lawrence, Orange Scott & Washington Cos.
Benton (Eastern 2/3), Carroll, Cass, Clinton, Fountain (Eastern 3/4), Howard, Jasper (Southern 2/3), Miami, Montgomery, Newton (Southeastern 2/3), Tippecanoe, Warren (Eastern 2/3), & White Cos.

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Apprent. Tr.
13.53 12.95	.75 .60	.62 .50		.15 .05
12.80	.75	.70		.08
11.93	.70	.70		.05
10.85	.75	.80		.02
11.00				
10.75	.60	.75		

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
Jasper (Northeastern portion of Co. west to, but not including Wheatfield), Pulaski (Northern 2/3 of Co.), & Starke Counties	12.75	1.00	1.00	.06
Fulton, Marshall & Pulaski (Sb) Counties	11.23	.85	.80	.04
Blackford, Delaware, Grant, Huntington, Jay, Randolph, Wabash, & Wells Counties	10.75	.60	.80	
Clark, Floyd, & Harrison Counties	9.88	1.00	.70	.04
Elkhart, Kosciusko & LaGrange Counties	12.28		.30	.02
Boone, Hamilton (Southern 1/2 of Co., North to the new Rte. Indiana Hwy #32 incl. Noblesville), Hancock (southern & western part, north to but not incl. Wilkinson & east to, but not incl. Fortville), Hendricks, Johnson, Marion & Morgan (Northern 1/2 of Co.) Counties	11.16	.75	.75	.04
Crawford, Dubois, Perry, Posey, Spencer, Vanderburgh, & Warrick Cos.	12.30	.85	.65	
Greene & Sullivan Cos.	12.05	.06	1.00	.04
Hamilton (Northern 1/2 of Co.), Hancock (Eastern 1/2 of Co.), Henry, Madison & Tipton Cos.	11.66	.65	.50	.08
Newton (Northern 1/3) Co. Deatur, Fayette, Franklin, Rush, Union & Wayne Cos.	11.42	.90	.60	.03
	10.35		1.80	

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
Daviess, Gibson, Knox, Martin & Pike Cos.	11.05	.80	.80	
Clay, Owen (extreme western part of Co.), Parke, Putnam, Vermillion, & Vigo Cos.	10.20	.60	.25	
IRONWORKERS:				
Adams, Allen, Blackford, DeKalb, Delaware (Northeastern 1/3 of Co.), Grant (excluding S/W portion), Huntington, Jay, Kosciusko (SW portion incl. Marsaw), LaGrange (Eastern 1/2 of Co.), Noble, Randolph (N. part of Co. excluding Union City but including Winchester), Steuben, Wabash, Wells & Whitley Counties	12.35	1.00	1.70	.02
Elkhart, Fulton, Kosciusko (Rem. of Co.), LaGrange (Western 1/2 of Co.), Marshall, Pulaski & Starke, Counties	11.95	1.00	1.98	.03
Jasper (Northern 1/2 of Co.) & Newton Counties	13.62	.90	1.66	.09
Clark, Crawford, Floyd, Harrison, Jackson (Southern 1/2 of Co.), Jefferson, Jennings (Southern 1/2 of Co.), Lawrence (Southern 2/3 of Co.), Martin (Eastern 1/2 of Co.), Orange, Scott & Washington Counties	12.00	1.40	1.45	.06
Marion County	12.10	1.00	1.95	.05

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
Bartholomew, Boone (Southeastern 1/4 of Co.), Brown, Clinton (Eastern 1/3 of Co.), Decatur (Western 1/4 of Co.), Delaware (Southern 2/3 of Co.), Fayette (Western 1/4 of Co.), Franklin (NW Tip of Co.), Grant (SW portion), Hamilton, Hancock, Handricks, Henry, Howard, Jackson (Northern 1/4 of Co.), Jennings (Northern 1/4 of Co.), Johnson, Lawrence (Northeastern 1/6 of Co.), Madison, Monroe, Morgan, Owen, Putnam (Eastern 1/4 of Co., excluding Greencastle), Rush, Shelby, & Tipton Counties	12.25	1.00	1.95	.05
Benton, Boone (Northwestern 1/4 of Co.), Carroll, Cass, Clinton (Western 2/3 of Co.), Fountain, Jasper (Southern 1/4 of Co.), Miami, Montgomery, Tippecanoe, Warren, & White Counties	12.24	1.00	1.65	.02
Fayette (Eastern 1/4 of Co.), Randolph (Rem. of Co.), Union (N 2/3 of Co.), & Wayne Counties	12.36	1.00	1.45	.06
Clay, Daviess, Greene, Knox, Lawrence (Northwestern 1/6 of Co.), Parke, Putnam (Western 1/4 of Co., including Greencastle), Sullivan, Vermillion, & Vigo Counties	11.85	1.00	2.30	.10
Dearborn, Decatur (Eastern 1/4 of Co.), Franklin (Remainder of Co.), Ohio, Ripley, Switzerland, & Union (Southern 1/3) Cos.	13.00	1.00	1.45	.03

PAINTERS:

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
Adams, Allen, DeKalb, Grant, Huntington, LaGrange, Noble, Stouben, Wabash, Whitley & Wells (Northern 1/4 of Co. to & incl. Bluffton):				
Brush, Paperhangers;	9.90	.60	.85	.12
Rollers & Tapers	10.90	.60	.85	.12
Sandblasters; Spray				
Bartholomew, Decatur, Jackson & Jennings Cos.:				
Brush; Roller & Steel	9.45		.50	
Spray	10.45		.50	
Benton, Clinton, Fountain, Montgomery, Putnam (except City of Greencastle), Tippecanoe, & Warren Cos.:				
Brush; Moller	11.25	.70		
Structural Steel	11.50	.70		
Sandblasting	12.25	.70		
Spray	14.52	.70		
Blackford, Cass, Delaware, Fulton, Howard, Jay, Madison, Miami, Tipton, & Wells (to the South city limits of Bluffton) Counties:				
Brush	10.60		.60	
Spray	11.60		.80	
Boone, Hamilton, Hancock, Hendricks, Johnson, Marion, Morgan (North 1/4 of Co.) & Shelby Cos.:				
Brush	11.24	.78	.48	
Spray	12.24	.78	.48	
Brown, Monroe, Morgan (excluding North 1/4 of Co.) & Owen Cos.:				
Brush	8.90		.30	
Structural Steel	9.65		.30	
Spray	9.90		.30	

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Carroll, Jasper, Newton, & White Counties:					
Brush	12.65	.79	.60		.05
Sandblasting; Sign & Spray	13.40	.79	.60		.05
Clark, Crawford, Floyd, Harrison, Jefferson, Scott, & Washington Counties:					
Brush	9.83	.35	.20		.03
Spray	10.28	.35	.20		.03
Clay & Putnam (City of Greencastle) Cos.:					
Brush; Drywall; Paperhang- er; Pointing & Taping	9.00				
Brush-Steel; Roller	9.50				
Brush-Swing Stage	10.05				
Spray	10.25				
Spray-Steel	10.50				
Sandblasting; Spray-Swing Stage	10.75				
Daviess, Gibson & Knox Cos.:					
Brush up to 30'	10.55	.55			
Brush over 30'	11.35	.55			
Spray up to 30'	11.55	.55			
Spray over 30'	12.35	.55			
Dearborn, Ohio, Ripley & Switzerland Counties:					
Brush; Roller; Wallwashing					
Drywall Taping & Finish;					
Paperhanging & Vinyl;					
Seamless Floors & Finish- ing Floors; Sanding	11.50				
Sandblasting & Steam Clean	11.50				
Spray; Epoxy	12.00				
Tanks, Elevators, Bridges, Steeple over 40 ft.	12.60				

	Basic Hourly Rates	Fringe Benefits Payments			
		H & W	Pensions	Vacation	Education and/or Appr. Tr.
Dubois, Perry, Pike, Posey, Spencer, Vanderburgh & Warrick Counties:					
Brush	13.05	.80	.40		
Spray	14.05	.80	.40		
Elkhart, Kosciusko, Mar- shall, Pulaski & Starke Counties:					
Brush	10.44		.40		15.00p/y
Drywall Taping & Finish; Paperhangers; Spray & Vinyl	10.34		.40		15.00p/y
Fayette, Franklin, Henry, Randolph, Rush, Union & Wayne Counties:					
Brush	9.35				
Sandblasting; Spray	10.35				
Structural Steel; Scaffold over 30 ft.	9.60				
Lawrence, Martin & Orange Counties:					
Brush; & Structural Steel	9.00				
Parke, & Vermillion Cos.:					
Brush	10.65			.50	
Spray	12.15			.50	
Greene, Sullivan & Vigo Counties:					
Brush	11.25				
Spray	12.25				
Structural Steel up to 30'	11.50				
Structural Steel 30' to 100'	12.25				
Structural Steel over 100'	13.25				

LABORERS: HEAVY & HIGHWAY
CONSTRUCTIONGROUP 1
GROUP 2
GROUP 3
GROUP 4
GROUP 5

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
9.00	.85	.75		.09
9.15	.85	.75		.09
9.20	.85	.75		.09
9.30	.85	.75		.09
9.05	.85	.75		.09

LABORERS

GROUP 1 - Carpenter Tender; Chainman; Construction Laborers; Continuous Steel Rod or Mat Installer; Fence Erector; Grade Checker; Guard Rail Erector; Joint Man (Mortar, Mastic & all other Types); Lighting Installer; Lineman for Automatic Grade Maker or Paving Machine; Mortar Man; Multi-plate Erector; Rip-Rap Installer; Road Marking & Delineation Laborer; Rodman; Setting & Placing of All Precast Concrete Products; Spraying of Epoxy, Curing compound or Like Material; Survey Crew Man; Wire Mesh Layer; Sign Installation, Including Supporting Structures

GROUP 2 - Air Tool, Power Tool, & Power Equipment Operator; Asphalt Lute Man; Asphalt Raker Man; Batch Truck Dumper; Cement Handler (Bulk or Bag Cement); Chain Saw Man; Concrete Conveyor Assembly Man; Concrete Puddler; Concrete Rubber; Concrete Saw Operator; Core Drill Operator; Hand Blade Operator; Hydro Seeder Man; Motor Driven Georgia Buggy Operator; Power Driven Compactor or Tamper Operator; Eye Level; Power Saw Operator; Pumperette Assembly Man; Sealer Applicator for Asphalt, Toxic; Side Rail Setter - For Sidewalks, Side Ditcher, Radii & Pavements; Spread Box Tender; Straw Blower Man; Subsurface Drain & Culvert Pipe Layer; Transverse & Longitudinal Hand Bull Float Man; Bridge Hand Rail Erector; Laborers Instrument Man; Screed Man or Scrow Man on Asphalt Paver; Rebar Installer; Sandblaster Man; Setting & Placing Prestressed or Precast Concrete Structural Members

GROUP 3 - Horizontal Boring & Jacking Man; Jackman & Sheetman; Pipe Grade Man; Winch & Windlans Operator

GROUP 4 - Conduit Installer; Cutting Torch Burner; Laser Beam Aligner; Welders (Electric or Oxy-Acetylene); Sewer Pipe Layer; Water Line Installer; Manhole Erector

GROUP 5 - Air Track & Wagon Drillman; Concrete Finisher; Dynamite & Powder Man

LABORERS: SEWER, TUNNEL, & WATER CONSTRUCTION

See inside
dtd 5-9-80GROUP 1
GROUP 2
GROUP 3
GROUP 4
GROUP 5
GROUP 6:

Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates
9.20	9.00	9.00	9.20	9.40
9.35	9.15	9.15	9.35	9.55
9.40	9.20	9.20	9.40	9.60
9.50	9.30	9.30	9.50	9.70
10.05	9.85	9.85	10.05	10.25
9.40	9.20	9.20	9.40	9.60
9.55	9.35	9.35	9.55	9.75
10.00	9.80	9.80	10.00	10.20
9.50	9.30	9.30	9.50	9.70

Fringe Benefits Payments

H & W	Pensions	Vacation	Education and/or Appr. Tr.
.85	.75		.09

ZONES

ZONE 1: Jasper, Lake, LaPorte, Newton, Porter, & Starke Counties
(Excluded from this schedule)

ZONE 2: Elkhart & St. Joseph Counties

ZONE 2A: Kosciusko, LaGrange, & Marshall Counties

ZONE 3: Benton, Blackford, Boone, Carroll, Cass, Clinton, Delaware, Fayette, Fulton, Grant, Hamilton, Hancock, Henry, Howard, Jay, Madison, Miami, Montgomery, Pulaski, Randolph, Rush, Tippecanoe, Tipton, Union, Wayne, & White Counties

ZONE 4: Marion & Shelby Counties

ZONE 5: Bartholomew, Brown, Clark, Clay, Crawford, Daviess, Dearborn, Decatur, DuBois, Floyd, Fountain, Franklin, Gibson, Greene, Harrison, Hendricks, Jackson, Jefferson, Jennings, Johnson, Knox, Lawrence, Martin, Monroe, Morgan, Ohio, Orange, Owen, Parke, Perry, Pike, Putnam, Ripley, Scott, Spencer, Sullivan, Switzerland, Vanderburgh, Vermillion, Vigo, Warren, Warrick, & Washington Counties

LABORERS (SEWER, TUNNEL, & WATER CONSTRUCTION)

GROUP 1 - Carpenter Tender; Chainman; Construction Laborers; Continuous Steel Rod or Mat Installer; Fence Erector; Grade Checker; Guard Rail Erector; Joint Man (Mortar, Mastic & all other Types); Lighting Installer; Lineman for Automatic Grade Maker or Paving Machine; Mortar Man; Multi-plate Erector; Rip-Rap Installer; Road Marking & Delineation Laborer; Rodman; Setting & Placing of All Precast Concrete Products; Spraying of Epoxy, Curing compound or Like Material; Survey Crew Man; Wire Mesh Layer; Sign Installation, Including Supporting Structures

GROUP 2 - Air Tool, Power Tool, & Power Equipment Operator; Asphalt Lute Man; Asphalt Raker Man; Batch Truck Dumper; Cement Handler (Bulk or Bag Cement); Chain Saw Man; Concrete Conveyor Assembly Man; Concrete Puddler; Concrete Rubber; Concrete Saw Operator; Core Drill Operator; Hand Blade Operator; Hydro Seeder Man; Motor Driven Georgia Buggy Operator; Power Driven Compactor or Tamping Operator; Eye Level; Power Saw Operator; Pumcrete Assembly Man; Sealer Applicator for Asphalt, Toxic; Side Rail Setter - For Sidewalks, Side Ditches, Radial Pavements; Spreader Box Tender; Straw Blower Man; Subsurface Drain & Culvert Pipe Layer; Transverse & Longitudinal Hand Bull Float Man; Bridge Hand Nail Erector; Laborers Instrument Man; Screed Man or Screw Man on Asphalt Paver; Rebar Installer; Sandblaster Man; Setting & Placing Prestressed or Precast Concrete Structural Members

GROUP 3 - Horizontal Boring & Jacking Man; Jackman & Sheetman; Pipe Grade Man; Winch & Windlass Operator

GROUP 4 - Conduit Installer; Cutting Torch Burner; Laser Beam Aligner; Welders (Electric or Oxy-Acetylene); Sewer Pipe Layer; Water Line Installer; Manhole Erector

GROUP 5 - Air Track & Wagon Drillman; Concrete Finisher; Dynamite & Powder Man

GROUP 6 - A. Bottom Man; Concrete Man
B. Concrete Headman
C. Miner or Header Man
D. Mucker & Tunnel Laborer

LABORERS: SEWER, TUNNEL, & WATER CONSTRUCTION

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
Adams, Allen, DeKalb, Huntington, Noble, Steuben, Wabash, Wells, & Whitley Counties				
Air Tool Operators; Jack-hammers; Top Laborers; Well Point Loadman	9.00	.85	.75	.09
Pipelayer Tender	9.20	.85	.75	.09
Pipelayer	9.30	.85	.75	.09
Air Track Drillers; Wagon Drill Men; Dynamite Men; Powderman	9.85	.85	.75	.09
Free Air Tunnel & Caisson Work:				
Miners	9.80	.85	.75	.09
Muckers & Tunnel Laborers	4.25	.85	.75	.09
Bottom Men; & Concrete Men	9.30	.85	.75	.09

POWER EQUIPMENT OPERATORS

2 of 3

DECISION NO. 1880-2015
 POWER EQUIPMENT OPERATORS
 (Heavy & Highway Construction)

Adams, Allen, Benton, Blackford,
 Carroll, Cess, Clinton, Dekalb,
 Delaware, Fayette, Grant, Hamilton,
 Hancock, Henry, Howard, Hunting-
 ton, Jay, Johnson, Madison,
 Marion, Miami, Randolph, Rush,
 Shelby, Steuben, Tipton, Tip-
 ton, Union, Wabash, Wayne, Wells,
 White, & Whitley Counties;

GROUP I \$12.44 .75 .65 .10
 GROUP II 11.13 .75 .65 .10
 GROUP III 10.46 .75 .65 .10
 GROUP IV 9.29 .75 .65 .10

Elkhart, Fulton, Jasper, Koscius-
 ko, LaGrange, Marshall, Newton,
 Noble, Pulaski, & Starke, Cos.

GROUP I 11.24 1.25 1.35 .08
 GROUP II 9.95 1.25 1.35 .08
 GROUP III 9.28 1.25 1.35 .08
 GROUP IV 8.11 1.25 1.35 .08

Bartholomew, Brown, Clark,
 Crawford, Dearborn, Decatur,
 Dubois, Floyd, Franklin, Gibson,
 Harrison, Jackson, Jefferson,
 Jennings, Lawrence, Martin, Ohio
 Orange, Perry, Pike, Posey,
 Ripley, Scott, Spencer, Switzer-
 land, Vanderburgh, Warrick, &
 Washington Counties;

GROUP I *See Note 2* 12.56 .50 .80 .08
 GROUP II 11.25 .50 .80 .08
 GROUP III *See 6-13-80* 10.58 .50 .80 .08
 GROUP IV 9.41 .50 .80 .08

Hoone, Clay, Daviess, Fountain,
 Greene, Hendricks, Knox, Monroe,
 Montgomery, Morgan, Owen, Parks,
 Putnam, Sullivan, Vermillion,
 Vigo, & Warren Counties;

GROUP I 12.36 .75 .75 .08
 GROUP II 11.05 .75 .75 .08
 GROUP III 10.38 .75 .75 .08
 GROUP IV 9.21 .75 .75 .08

Fringe Benefits Payments

H & W Pensions Vacation Education
 and/or
 Appr. Tr.

Group 1: Air Compressors in Manifold with throttle valve; Asphalt Plant
 Engineer; Auto Grade or similar type machine; Auto Patrol; Backhoe on
 Farm type Tractor, 45 H.P. and over; Ballast Regulator (H. W.); Bit-
 uminous Mixer; Bituminous Paver; Bituminous Plant Engineer; Bull Dozer;
 Carlson Drilling Machine; Cherry Picker - 15 ton or over; Chip Spreader;
 Concrete Mixer 21 cu. ft. or over; Core Drilling Machine; Crane or Derrick
 with any attachment including clamshell, dragline, shovel, backhoe, etc.;
 Dredge Engineer; Dredge Operator; Drilling Machine on which the drill is
 an integral part; Earth Mover - rubber tired (paddle wheel, 619, 631,
 TS-24 or similar type); Earth Mover, rubber tired - tandem (50 cents per
 hour additional for each bowl); Elevating Grader; Fork Lift (10 ton or
 over); P.C.C. Formless Paver; Gradall; Gravel Processing Plant (Portable);
 Operator of Guard Rail Post Driver; Highlift Shovel - 1-1/2 cu. yd. or
 over; Hoist (2 drums and over); Helicopter - Crew; Hydraulic Back Truck;
 Keystone (Shimmer Scoop); Loader - self-propelled (belt-chain wheel);
 Locomotive Operator; Mucking Machine; Panel Board Concrete Plant (Central
 Mix type); Paver-Metherington; Pile Driver - Skid or Crawler; Road Paving
 Mixer; Rock Breaking Plant; Rock Crushing Plant (portable); Roller -
 Asphalt, Waterbound Macadam; Bituminous Macadam, Brick Surface; Roller with
 Dozer Blade; Root Rake; Tractor Mounted; Self-propelled Widener; Stump
 Remover, Tractor Mounted; Surface Heater and Planer; Tandem Push Tractor
 (50 cents per hour additional); Tractor - Boom, Winch or Hoe Head; Tractor -
 Push; Tractor Mounted Spreader; Tree Mover; Trench Machine (over 24");
 Tug Boat Operator; Well Drilling Machine; Winch Truck with A-Fram; Tractor
 with scoop

Group 2: Air Compressor with throttle valve or Clever Brooks type com-
 bination; Backfiller; Back Hoe on Farm type Tractor, under 45 H.P.; Bull
 Float; Cherry Picker under 15 ton; Chip Spreader (self-propelled); Con-
 crete Pump; Concrete Mesh Depressor - independently operated; Concrete
 Spreader - power driven; End Loader under 1-1/2 cu. yd.; Excavating
 Loader - portable; Finishing Machine and Bull Float; Gunite Machine; Head
 Greaser; Mechanic; Mesh or Steel Placer; Multiple Tamping Machine (R.S.);
 P.C.C. Concrete Bolt Placer; Pull Grader - power control; Refrigerating
 Machine - freezing operation; Ross Carrier; Sheepfoot Roller (self-pro-
 pelled); Taper - Multiple Vibrating - Asphalt, Waterbound Macadam,
 Bituminous Macadam, Brick Surface; Trench Machine 24" and under; Tube
 Float; Welder

POWER EQUIPMENT OPERATORS (Cont'd)

3 of 3

Group 3: Assistant Plant Engineer; Base Paver (Jersey or similar type machine); Concrete Finishing Machine; Concrete Mixer - less than 21 cu. ft.; Curb Machine; Farm Tractor - including farm tractor with all attachments except backhoe and including high lift and loaders of 1 cu. yd. capacity or less; Fireman (on boiler); Hoist (one drum); Operator, 5 pieces of minor equipment; Paving Breaker; Power Broom, self-propelled; Roller (Earth and Sub-base material); Slurry Seal Machine; Spike Machine (R.R.); Tamper - Multiple Vibrating - Earth and Sub-base material; Throttle Valve; Throttle Valve and Fireman combination on horizontal or upright boiler; Tractaire with Drill; Tractor - 50 H.P. or over; Well Point System; Widener (Apsco or similar type)

Group 4: Air Compressor; Assistant to Engineer - Oiler; Automatic Dry Batch Plant; Bituminous Distributor; Bituminous Patching Tamper; Belt Spreader; Broom and Edit Machine; Chair Cart (self-propelled); Colman Type Screen; Conveyor (portable); Deck Hand; Digger Post Hole (power-driven); Park Lift - under 10 ton; Form Grader; Form Tamper (motor driven); Gravelor; Greaser Tender; Hetherington Driver; Hetherington Tender; Hydra Seeder; Mechanics Tender; Mechanical Heater; Operator 1 thru 4 per. of minor equipment; Outboard or Inboard Motor Boat; Power Curing Spraying Machine; Power Saw - Concrete (power driven); Pug Mill; Pull Broom (power type); Seamen Tiller; Straw Blower or Brush Mulcher; Stripping Machine, Paint (motor driven); Sub-grader; Tractaire; Tractor (below 50 H.P.); Truck Crane Oiler - Driver; Spreader; Water Pump; Welding Machine A 2 of 300 amps or over

DECISION NO. TH00-2015POWER EQUIPMENT OPERATORS
(Tunnel & Sewer Construction)

Adams, Allen, Blackford, DeKalb,
Huntington, Jay, Steuben, Wells,
& Whitley Counties:

Basic Hourly Rates	H & W	Pensions	Vacation	Education and/or Appr. Tr.
GROUP I	.75	.65		.10
GROUP II	.75	.65		.10
GROUP III	.75	.65		.10
GROUP IV	.75	.65		.10
Benton, Carroll, Cass, Clinton, Delaware, Fayette, Fulton, Grant, Hamilton, Hancock, Henry, Howard, Johnson, Madison, Marion, Miami, Randolph, Rush, Shelby, Tippecanoe, Tipton, Union, Wabash, Wayne & White Counties:				
GROUP I	.55	.65		.10
GROUP II	.55	.65		.10
GROUP III	.55	.65		.10
GROUP IV	.55	.65		.10

See memo 2
del 6-13-80

CLASSIFICATIONS

Group 1: Air Compressor (pressurizing shafts, tunnels and divers); Air Tugger; Auto Patrol; Back Filler; Backhoe; Boom Cat; Doring Machine; Bull Dozer; Calson Drilling Machine; Cherry Picker; Compactor (with dozer blade); Concrete Mixer (dual drum); Concrete Plant; Concrete Pump; Crane with all attachments; Crane - electric overhead; Derrick; Dual Purpose Truck (pittman type); Ditching Machine (18" and over); Dredger; Elevators (when hoisting material or tools); Fork Lift; Hydraulic Paver; Generator (power for welders or compressors); Grapple; Helicopter; Helicopter Winch Operator; High Lift - Front End Loader; Hoist; Locomotive and/or Dinky Engine; Machine on job site; Mining Machine; Panel Board Concrete Plant; Pile Driver; Push Cat; Scoop and Tractor; Serapee - rubber tired; Spreader - tractor mounted; Straddle Carrier - boom type; Sub Base Finish Machine (C.M.I. or similar); Towar Crane; Tractor with backhoe (1/2 yard and over); Trench Box - power driven; Tunnel Shield; Welder (craft)

Group 2: A-Frame Truck; Batch Plant (Automatic/Dry Batch); Bending Machine - power driven; Bituminous Mixer; Bituminous Paver; Bituminous Plant Engineer; Boatman; Bull Float; Compactor or Tamping - self-propelled; Concrete Mixer (21 cu. ft. or over); Concrete Spreader - power driven; Ditching Machine (less than 10"); Drilling Machine; Finish Machine and Bull Float; Finishing Machine; Fitterman - Pile Driving and Rollers; Gunite Machine; Head Greaser; Mesh Presser - Mesh Placer; P.C.C. Concrete Belt-Placer; Roller - Asphalt, Stone and Sub Base; Rotary Drill; Sheepfoot Roller - self-propelled; Spreader or Base Paver - self-propelled; Sub Grader; Throttle Valve with Air Compressor or Roller; Tractor with Backhoe (under 1/2 yard); Tractor - High Lift, farm type; Tractor, industrial type; Tractor with Winch; Well Point; Winch Truck

Group 3: Air Compressor (210 cu. ft. and over); Bituminous Distributor; Chair Cart; Concrete Curing Machine; Concrete Saw; Dope Pot, power agitated; Flex Planer; Form Grader; Hydrohammers; Jacks - Hydraulic, power driven; Minor Equipment Operator 2, 3, 4 or 5; Paving Joint Machine; Post Hole Digger; Roller, earth; Throttle Valve; Track Jack, power driven; Tractor, farm type; Truck Crane Driver

Group 4: Air Compressor (less than 210 cu. ft.); Concrete Mixer (under 21 cu. ft.); Conveyor; Generator; Mechanical Heater; Oilier; Power Broom; Pump Welding Machine; Tenders

POWER EQUIPMENT OPERATORS

(Sever, Tunnel, & Water Construction)

Bartholomew, Brown, Clark, Crawford, Dearborn, Decatur, Dubois, Floyd, Franklin, Gibson, Harrison, Jackson, Jefferson, Jennings, Lawrence, Martin, Ohio, Orange, Perry, Pike, Posey, Ripley, Scott, Spencer, Switzerland, Vanderburgh, Warrick, & Washington Counties

Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or App. Tr.
Group 1	\$10.25	.40	.45	.00
Group 2	9.15	.40	.45	.00
Group 3	7.91	.40	.45	.00

CLASSIFICATIONS

Group 1: A-Frame Winch Truck; Air Compressor, 900 cu. ft. and over; Air Tugger; Auto-grade (CHI); Auto Patrol; Backhoe; Ballast Regulator (RB); Batch Plant (electric control concrete); Bending Machine (Type); Bituminous Plant; Bituminous Mixer Travel Plant; Bituminous Paver; Roller; Bulldozer; Cable Way; Chicago Boom; Crammell; Concrete Mixer (21 cu. ft. or over); Concrete Paver; Concrete Pump (Cretol); Crane, Crane-man; Crusher Plant; Derrick; Derrick Load; Ditcher; Dope Pot (Pipeline); Dragline; Dredge Operator; Dredge Engineer; Drill Operator; Elevating Grader; Elevator; Ford Hoe (or similar type equipment); Forklift; Formless Paver; Gantry Crane; Grapple; Graderman; Grout Pump; Helicopter Crew; Hetherington Paver; Highlift; Hoist; Hooper; Hough Loader (or similar type); Hydro Crane; Hydro Hammer; Locomotive Crane; Locomotive; Mechanic; Mobile Mixer; Motor Crane; Paving Machine; Multiple Tamping Machine (RM); Overhead Crane; Pile Driver; Pulls; Push Doser; Push Boat; Roller (Sheepfoot); Toss Carrier; Scoop; Shovel; Side Boom; Swing Crane; Tail Boom; Tar Machine (Pipeline); Throttle Valve; Tower Crane; Trench Machine; Welder, heavy duty; Truck Mounted Concrete Pump and Drill; Well Point; Whirlies

Group 2: Air Compressor (up to 900 cu. ft.); Brakeman; Bull Float; Concrete Mixer (over 105 and under 215); Concrete Spreader or Puddler; Dock Engine; Electric Vibrator Compactor (earth or rock); Finishing Machine; Firmman; Greaser (on grease facilities servicing heavy equipment); Material Pump; Motor Hoist; Portable Loader; Post Hole Digger; Power Broom; Rock Roller; Roller-wobble wheel (earth and rock); Spike Machine (RM); Steam Tiller; Spreader Rock; Sub-grader; Tamping Machine; Welding Machine; Winchman (Apco or similar type)

Group 3: Bituminous Distributor; Cement Gun; Concrete Saw; Conveyor; Deck Hand Oilier; Drill Tender; Earth Roller; Form Grader; Generator; Guard Rail Driver; Heater; Oilier; Paving Joint Machine; Steam Jenny; Truck Crane Oilier; Vibrator; Water Pump

POWER EQUIPMENT OPERATORS

(Tunnel & Sewer Construction)
 Boone, Clay, Davises, Fountain, Greene, Hoadricks, Knox, Monroe, Montgomery, Morgan, Owen, Parke, Putnam, Sullivan, Vermillion, Vigo, & Warren Counties;

GROUP I

GROUP II

GROUP III

GROUP IV

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appl. Tr.
43-15	.55	.75		.00
13-15	.55	.75		.00
12-15	.55	.75		.00
8.00	.55	.75		.00

CLASSIFICATIONS

GROUP I Master Mechanics

GROUP II Utility Operator

GROUP III Power Cranes; Draglines; Derricks; Electric Overhead Cranes; Shovels; Gradsall; Mechanics; Repair and Maintenance of all Equipment; Tractor Highlift; Fork lifts; Tournadozer; Mixer over 145 Capacity; Tournadozer; Two Drum Machine or Two Cope Hoists; Cables; Tower Machines; Motor Patrol; Boom Tractor; Boom or Winch Truck; Truck Crane; Tournapull; Tractor operating Scoops; Bulldozer; Push Tractor; Finishing Machine on Asphalt; Large Rollers & Rollers on Asphalt; Gravel; Mendenham and Brick Surface; Ross Carrier or similar Machine; Gravel Processing Machine; Asphalt Plant Engineer or Pug Mill; Two Air Compressors; Hetherington Power Operator; Farm Tractor with half yard bucket and/or Back Hoe Attachment; Trench Machines cutting over 24"; Dredging Equipment; Central Mix Plant Engineer; CMI or similar type Machine; Concrete Spreader; Cherry Picker; Standard or Dinky Locomotives; Scoopmobile; Euclid Loader; Soil Cement Machines; Back Filler; Elevating Machine; Power Blade; Asphalt Plant Engineer; Well Drilling Machines; Pile Machine; Pipe Cleaning Machine; Pipe Wrapping Machine; Pipe Bending Machine; Aspec Paver; Boring Machine; Tractor Without Winch; Head Equipment Graders; Barber Green Loaders; Scoops; Branch Mulcher; Brush Harrow; Mesh Placer; Tree Hopper; Helicopter Crew (3); Pile Driver Skid or Gravel; Stump Remover; Root Raker; Tug Boat Operator; Refrigerating Machine Freezing Operator; Chain Cart - Self Propelled; Hydra Seeder; Straw Blower; Concrete Mixers with Skip; all one Drum Hoists with Tower or Boom; Dredge Engineer; Dredge Operator; Rock Spreader; Truck or Skid Mounted Tower Crane; Engine or Back Crusher Plant; Roller Operator; Concrete Plant Engineer; Loaders; Hydra Crane Calumna; Shaft or any similar type Drilling Machine; Concrete Curb Machine - Self Propelled; Winch or Hydraulic Bosa Truck

GROUP IV Mixers 145 capacity or less; Trench Machine cutting 24" and under; Farm Tractor with less than half yard bucket and other Attachments except Back Hoe; Truck Crane Oiler; Power Subgrader; Bull Plant; Vorn Grader; Finishing Machine; Pavement Breaker; Rock Crushers; One Drum Machine; One Air Compressor; Concrete Pump; Gunite Machine; Air Tygers; Truck Crane Driver; House Elevators when used for hoisting Material; Two to Four Generators or Welding Machine; Mechanized Heaters irrespective of Motor Power when used for temporary heat; Small Rollers on Earth; Engine Tenders; Firemen; Wagon Drill; Flexplac; Conveyor; Two to Four Water Pumps; Siphon and Pulsometer; Switchman on Paint Pots; Fireman on Asphalt Plants; Distributor Operator on Trucks; Tampers; Power Broom; Post Hole Digger; Self-propelled Concrete Saw; Stripping Machine (Motor Driven); Form Taper; Seaman Tiller; Bulk Cement Plant Equipment; Greaser; Track Jack; Mud Jack; Concrete Duggies motor driven; Oilers; Barrel; Type Mixer; One Welding Machine or One Water Pump; Air Valves or Steam Valves from Plant; Concrete Mixers without Skip; Curing Machine; Concrete & Blacktop Curb Machine; Deck Hands

Cranes with booms from 149 ft. to 199 ft. including jib, receive additional \$1.75 per hour
 Cranes with boom over 199 ft. including job receive additional \$1.25 per hour.

DECISION NO. INAO-2015

POWER EQUIPMENT OPERATORS
(Tunnel & Sever Construction)
Jasper, Newton, Pulaski, & Starke
Counties

Group 1
Group 2
Group 3
Group 4

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
\$13.20	\$2.10	\$1.10		.05
12.70	1.10	1.10		.05
11.15	1.10	1.10		.05
10.15	1.10	1.10		.05

CLASSIFICATIONS

Group 1: Mechanic; Asphalt Plant; Autograde; Batch Plant; Benoto (acquires two engineers); Boiler and Throttle Valve; Boring Machine (Mining Machine); Calsson Rigs; Central Redmix Plant; Combination Backhoe, Front End Loader with Backhoe Bucket, over 1/2 cu. yd.; Combination Tugger Hoist and Air Compressor; Compressor and Throttle; Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 272 cu. ft.; Concrete Paver 275 cu. ft. and under; Concrete Pump with Boom (truck mounted); Concrete Tower; Cranes, all; Crawler, Hammerhead Tower; Cretor Crane; Derrick, all; Derrick, traveling; Forklift - Lull type; Forklift - 10 ton and over; Hoists, one, two, and three drum; Hoist, two tuggers, one floor; Hydraulic Boom Truck; Locomotive, all; Motor Patrol; Picking Machine; Pile Drivers and Skid Rig; Pit Machine; Prestress Machine; Pump Cretes and similar types; Rock Drill (self-propelled); Rock Drill (truck mounted); Slipform Paver; Straddle Buggies; Tractor with Boom and Side Boom; Trenching Machine; Winch Tractors

Group 2: Asphalt Spreader; Boiler; Bulldozers; Combination Backhoe, Front-end Loader with Backhoe Bucket, 1/2 cu. yd. and under; Grader, Elevating; Greaser Engineers; Grouting Machines; Highlift Shovel or Front Endloader; Hoist, automatic; Cowboy Drilling Machines; Hoists, all elevators; Hoists, Tugger, single drum; Post Hole Digger; Rollers, all; Scoops - tractor draws; Stone Crushers; Tournapull; Winch Trucks

Group 3: Concrete Mixer (2 bag and over); Conveyor, portable; Steam Generators; Tractors, farm and similar type; Air Compressor - small, 150 and under (1 to 5 not to exceed a total of 300 ft.); Air Compressor - large, over 150; Combination - small equipment operators; Forklift - under 10 tons; Generators; Pumps (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Pointing; Welding Machines (2 through 5); Winches, 4 electric drill machines

Group 4: Heaters, Mechanical (1 to 5); Oilers & Switchman

DECISION NO. INAO-2015

TRUCK DRIVERS

GROUP A
GROUP B
GROUP C
GROUP D
GROUP E
GROUP F
GROUP G
GROUP H
GROUP I
GROUP J
GROUP K
GROUP L

See Inside
dtl 5-2-80

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
\$9.605	\$1.000	\$7.000		
9.255	\$1.000	\$7.000		
9.705	\$1.000	\$7.000		
9.655	\$1.000	\$7.000		
9.605	\$1.000	\$7.000		
9.555	\$1.000	\$7.000		
9.505	\$1.000	\$7.000		
9.455	\$1.000	\$7.000		
9.405	\$1.000	\$7.000		
9.355	\$1.000	\$7.000		
9.305	\$1.000	\$7.000		
9.205	\$1.000	\$7.000		

CLASSIFICATIONS

- GROUP A - Acety Wagons over 3 Buckets
GROUP B - Acety Wagons 2 and including 3 Buckets
GROUP C - Tandem-tandem Semi-Trucks; Truck Mechanics and Welders; Heavy Equipment Type Water Wagon over 5,000 Gallons; Tri-Axle Trucks pulling Tilt-Top Trailers; Low Boys, Tandem-tandem Axle
GROUP D - Tri-Axle Trucks; Tandem Axle Trucks; Equipment not self loaded or pusher loaded such as Keckring or similar Dumpster, Truck Truck, Euclid Bottom Dump and Hug Bottom Dump, Tournatrailers, Tournatracers, Achey Wagons, or similar equipment over 12 cu. yd.; Tandem Axle Trucks pulling Tilt-Top Trailers; LowBoys; Tandem Axle Tri-Axle Truck
GROUP E - Tandem "Dog-Legs" Trucks; Semi-Water Trucks; Sprinkler Trucks; Heavy Equipment Type Water Wagons 5,000 Gallons & Under
GROUP F - Truck Mounted Pavement Breakers; Tandem Trucks over 15 Ton Payload; Single Axle Semi-Trucks; Para Tractors hauling material; Equipment not self loaded or pusher loaded such as Keckring or similar Dumpster, Truck Truck, Euclid Bottom Dump and Hug Bottom Dump, Tournatrailers, Tournatracers, Achey Wagons or similar equipment 12 cubic yds. & under; Mixer Trucks, All Types; Single Axle Trucks pulling Tilt-Top Trailer; Lowboys, Single Axle
GROUP G - Tandem Axle Fuel Trucks; Tandem Axle Water Trucks; Bituminous Distributor (one man)
GROUP H - Single Axle Dog-Legs; Tandem Trucks or Dog Legs; Winch Trucks or A. Frames used for Transportation; Hatch Trucks Wet or Dry over 3 (34E) Batches-Crease and Maintenance Truck Servicing; Tandem Axle Trucks
GROUP I - Single Axle Fuel Trucks; Single Axle Water Trucks; Bituminous Distributors, (two man)
GROUP J - Single Axle Sprinkle Trucks; Wet-or Dry 3 (34E) Batches or less; Grate & Maintenance Trucks servicing Single Axle Trucks
GROUP K - Tandem Graders; Tilt men; Batch Ward Tenders
GROUP L - Pick-Up trucks

FOOTNOTES: 4-PER HOUR PER EMPLOYEE

LINE CONSTRUCTION

Statewide, except Clark, Clinton (Frankfort), Crawford, Dearborn, Dubois, Floyd, Fountain, Gibson, Harrison, Jackson, Jefferson, Miami (Peru & Dunker Hill Air Base), Newton, Perry, Pike, Posey, Scott, Spencer, Switzerland, Vanderburgh, Vermillion, Warren, Warrick and Washington, Counties:

Linemen: Technicians

Equipment Operators

Powder & Equipment Mechanic

Groundman Truck Driver w/w

Groundman

Clark, Floyd, Harrison, Jackson, Jefferson, Scott, & Washington, Counties:

Linemen: Line Truck Drivers

Mechanized Equipment Operators

Groundman

Crawford, Dubois, Gibson, Perry, Pike, Posey, Spencer, Vanderburgh, & Warrick Counties:

Linemen: Line Truck Operators;

Hole Diggers; Cable Splicer

Truck Driver

Groundman

Newton County:

Fountain, Vermillion, & Warren Counties:

Linemen: Groundman Equipment Operator

Groundman Truck Driver with Winch

Groundman Truck Driver without Winch

Groundman

Clinton (Frankfort Only) & Miami (Peru & Dunker Hill Air Base Only) Counties:

Linemen: Heavy Equipment Operators "A"

Cable Splicers

Heavy Equipment Operators "B"

Powderman; Equipment Mechanic

Groundman - Truck Driver with Winch

Groundman

Groundman - Truck Driver without Winch

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appl. Tr.
12.27	.45	3%		.5%
9.58	.45	3%		.5%
9.37	.45	3%		.5%
8.00	.45	3%		.5%
7.63	.45	3%		.5%
15.20	.45	3%		.5%
9.42	.45	3%		.5%
13.90	.45	3%		.5%
12.85	.45	3%		.5%
12.54	.45	3%		.5%
14.98	.45	3%		.5%
13.67	.45	3%		.5%
11.22	.45	3%		.5%
10.53	.45	3%		.5%
10.00				
12.38	.45	3%		.5%
13.46	.45	3%		.5%
9.98	.45	3%		.5%
9.75	.45	3%		.5%
8.17	.45	3%		.5%
7.79	.45	3%		.5%
6.99	.45	3%		.5%

LINE CONSTRUCTION

Dearborn & Switzerland Counties

Up to & including 18 mi. radius of Hamilton Co., Court House, Cincinnati, Ohio

Linemen: Operator all Mechanized equipment operators

Groundman

Over 18 up to & including 21 mi. radius of Hamilton Co., Court House, Cincinnati, Ohio

Linemen: Operators all Mechanized equipment operators

Groundman

Over 21 up to & including 25 mi. radius of Hamilton Co., Court House, Cincinnati, Ohio

Linemen: Operators all Mechanized equipment operators

Groundman

Over 25 mi. radius of Hamilton Co., Court House, Cincinnati, Ohio

Linemen: Operators all Mechanized equipment operators

Groundman

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appl. Tr.
13.90	.70	3%+.60		.5%
10.41	.70	3%+.60		.5%
14.20	.70	3%+.60		.5%
10.65	.70	3%+.60		.5%
14.20	.70	3%+.60		.5%
10.73	.70	3%+.60		.5%
14.45	.70	3%+.60		.5%
10.84	.70	3%+.60		.5%

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the Labor standards contract clauses (22 CFR, S, 5 (a) (1) (11)).

Modification Page 21

DECISION NO. PA79-3012

R001-1

(22-1A-29253 - May 18, 1979)

Adams, Berks, Bradford, Carbon, Columbia, Cumberland, Dauphin,
 Juniata, Lucksawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming,
 Monroe, Montour, Northampton, Northumberland, Perry, Pike,
 Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union,
 Wayne, Wyoming and York
 Counties, Pennsylvania

CHANGE:

Power Equipment Operator
 Heavy Construction

ZONE I

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
Group 1	\$13.14	7.9%	10.3%	a 1.6%
Group 2	12.85	7.9%	10.3%	a 1.6%
Group 3	11.97	7.9%	10.3%	a 1.6%
Group 4	11.20	7.9%	10.3%	a 1.6%
Group 5	10.72	7.9%	10.3%	a 1.6%
Group 6	9.81	7.9%	10.3%	a 1.6%
Group 7	13.39	7.9%	10.3%	a 1.6%
Group 7-A	13.64	7.9%	10.3%	a 1.6%
Group 7-B	13.89	7.9%	10.3%	a 1.6%

ZONE II

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
Group 1	13.14	7.9%	10.3%	a 1.6%
Group 2	12.90	7.9%	10.3%	a 1.6%
Group 3	12.03	7.9%	10.3%	a 1.6%
Group 4	11.26	7.9%	10.3%	a 1.6%
Group 5	10.49	7.9%	10.3%	a 1.6%
Group 6	9.88	7.9%	10.3%	a 1.6%
Group 7	13.44	7.9%	10.3%	a 1.6%
Group 7-A	13.69	7.9%	10.3%	a 1.6%
Group 7-B	13.93	7.9%	10.3%	a 1.6%

Power Equipment Operators
 Highway Construction

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
Group 1	11.59	7.9%	10.3%	a 1.6%
Group 2	10.75	7.9%	10.3%	a 1.6%
Group 3	10.14	7.9%	10.3%	a 1.6%
Group 4	9.50	7.9%	10.3%	a 1.6%
Group 5	9.23	7.9%	10.3%	a 1.6%
Group 6	11.84	7.9%	10.3%	a 1.6%
Group 7-A	12.09	7.9%	10.3%	a 1.6%
Group 7-B	12.34	7.9%	10.3%	a 1.6%

Modification Page 22

DECISION NO. IN80-2015 -

R003 #1

(45 FR 24985 - April 11, 1980)

Statewide, except Lake,
 LaPorte, Porter, & St.
 Joseph Counties, Indiana

Change:

Truck Drivers:

Basic Hourly Rates	Fringe Benefits Payments		
	H & W	Pensions	Vacation
Group A	9.805	31.50a	37.00a
Group B	9.755	31.50a	37.00a
Group C	9.705	31.50a	37.00a
Group D	9.655	31.50a	37.00a
Group E	9.605	31.50a	37.00a
Group F	9.555	31.50a	37.00a
Group G	9.505	31.50a	37.00a
Group H	9.455	31.50a	37.00a
Group I	9.405	31.50a	37.00a
Group J	9.355	31.50a	37.00a
Group K	9.305	31.50a	37.00a
Group L	9.205	31.50a	37.00a

Omit:

Laborers: Sewer, Tunnel,
 & Water Construction
 Schedule

Add:

Laborers: Sewer, Tunnel,
 & Water Construction
 Schedule

DECISION NO. IN80-2015(Cont'd)
LABORERS: SEWER, TUNNEL, & WATER CONSTRUCTION

	ZONE 2	ZONE 2A	ZONE 3	ZONE 4	ZONE 5
Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates
GROUP 1	9.20	9.00	9.00	9.20	9.40
GROUP 2	9.35	9.15	9.15	9.35	9.55
GROUP 3	9.40	9.20	9.20	9.40	9.60
GROUP 4	9.50	9.30	9.30	9.50	9.70
GROUP 5	10.05	9.85	9.85	10.05	10.25
GROUP 6:					
A.	9.40	9.20	9.20	9.40	9.60
B.	9.55	9.35	9.35	9.55	9.75
C.	10.00	9.80	9.80	10.00	10.20
D.	9.50	9.30	9.30	9.50	9.70
Fringe Benefits Payments					
	H & W	Pensions	Vacation	Education and/or App. Tr.	
	.85	.75		.09	

ZONES

ZONE 1: Jasper, Lake, LaPorte, Newton, Porter, & Starko Counties
(Excluded from this schedule)

ZONE 2: Elkhart Co.

ZONE 2A: Kosciusko, LaGrange, & Marshall Counties

ZONE 3: Benton, Blackford, Boone, Carroll, Cass, Clinton, Delaware, Fayette, Fulton, Grant, Hamilton, Hancock, Henry, Howard, Jay, Madison, Marion, Miami, Montgomery, Pulaski, Randolph, Rush, Shelby, Tippecanoe, Tipton, Union, Wayne, & White Counties

ZONE 4: Bartholomew, Brown, Clark, Clay, Crawford, Dearborn, Decatur, Floyd, Fountain, Franklin, Greene, Harrison, Hendricks, Jackson, Jefferson, Jennings, Johnson, Lawrence, Martin, Monroe, Morgan, Ohio, Orange, Owen, Parke, Perry, Putnam, Ripley, Scott, Sullivan, Switzerland, Vermillion, Vigo, Warren, & Washington Counties

ZONE 5: Daviess, Dubois, Gibson, Knox, Pike, Posey, Spencer, Vanderburgh, & Warrick Counties

DECISION NO. VWT9-3056-Mod.

11

(44 FR 75912-December 21, 1979)

Albermarle County & the Independent city of Charlottesville, Virginia

CHANGE:

Ironworkers Structural

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or App. Tr.
\$10.75	.55	.75		.05

MODIFICATIONS P. 3

DECISION #1470-1978 - Mod. #1
(45 FR 6015 - November 10, 1979)
Chatham County, Georgia

CHAMBER

Boilermakers

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
\$11.75	1.275	1.10		.04

DECISION #1470-1978 - Mod. #2
(45 FR 6101 - November 13, 1979)
Richmond County, Georgia

CHAMBER

Boilermakers

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
\$11.75	1.275	1.10		.04

DECISION #1470-1978 - Mod. #1
(45 FR 6001 - April 25, 1980)
Clayton, DeKalb, and Fulton Counties, Georgia

CHAMBER

Boilermakers

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
\$11.75	1.275	1.10		.04

MODIFICATIONS P. 4

DECISION NO. 1480-2015 -
MOD. #2
(45 FR 24985 - April 11, 1980)

Statewide, Except Lake, LaPorte, Porter and St. Joseph Counties

CHAMBER

CARPENTERS:

Elkhart County

CEMENT MASONS:

Greene & Sullivan Cos.

POWER EQUIPMENT OPERATORS:
(Heavy & Highway Construction)

Bartolomew, Brown, Clark, Crawford, Dearborn, Decatur, Dubois, Floyd, Franklin, Gibson, Harrison, Jackson, Jefferson, Jennings, Lawrence, Martin, Ohio, Orange, Perry, Pike, Posey, Ripley, Scott, Spencer, Switzerland, Vanderburgh, Warrick, & Washington Cos.:

GROUP I

GROUP II

GROUP III

GROUP IV

POWER EQUIPMENT OPERATORS:
(Tunnel & Sewer Construction)

Benton, Carroll, Cass, Clinton, Delaware, Fayette, Fulton, Grant, Hamilton, Hancock, Henry, Howard, Johnson, Madison, Marion, Miami, Randolph, Rush, Shelby, Tippecanoe, Tipton, Union, Wabash, Wayne, & White Cos.:

GROUP I

GROUP II

GROUP III

GROUP IV

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
\$11.68	.90	.90		.05
12.05	.60	1.00		.04
12.34	.50	1.00		.10
11.03	.50	1.00		.10
10.36	.50	1.00		.10
9.19	.50	1.00		.10
12.30	.75	.65		.10
11.30	.75	.65		.10
9.40	.75	.65		.10
8.30	.75	.65		.10

DECISION NO. IN80-2015-
(Cont'd)

POWER EQUIPMENT OPERATORS:
(Tunnel & Sewer Construction)

Boone, Clay, Daviess, Fountain, Greene, Hendricks, Knox, Monroe, Montgomery, Morgan, Owen, Parks, Putnam, Sullivan, Vermillion, Vigo, & Warren Cos.

GROUP I

GROUP II

GROUP III

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
\$12.95	.75	.75		.08
12.85	.75	.75		.08
12.65	.75	.75		.08

DECISION NO. M79-2019 - MOD. #5

(44 FR 26457 May 4, 1979)
Macomb, Monroe, Oakland, Washtenaw & Wayne Counties, Michigan

CHANGES:

PLASTERERS:

Washtenaw County

Basic Hourly Rates	Fringe Benefits Payments			
	H & W	Pensions	Vacation	Education and/or Appr. Tr.
\$15.37		1.30		

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5-14
TITLE OF ORDINANCE Resurfacing Improvement Resolution 5919-81, Group #5

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS *J-81-12-12*

SYNOPSIS OF ORDINANCE RESURFACING AND RESTORING IMPROVEMENT RESOLUTION 5919-81,

WAYNE ASPHALT AND CONSTRUCTION COMPANY, INC. AWARDED THE CONTRACT. RESURFACING AND
RESTORING PAVEMENT AS DESIGNATED ON THE FOLLOWING STREETS TO BE KNOWN AS: ROCKHILL STREET -
FROM SOUTH CURB LINE OF WASHINGTON BLVD. TO THE NORTH CURB LINE OF JEFFERSON STREET., LAVINA
STREET - FROM WEST PROPERTY LINE OF UNION ST. TO EAST CURB LINE OF VAN BUREN ST., UNION STREET-
FROM SOUTH CURB LINE OF LAVINA ST. TO THE SOUTH PROPERTY LINE OF LEYKAUF ST., NELSON STREET-
FROM SOUTH CURB LINE OF BERRY STREET TO A POINT 70 FEET SOUTH OF WILT STREET., SWINNEY PARK
PLACE - FROM WEST CURB LINE OF GARDEN STREET TO THE SOUTH CURB LINE OF JEFFERSON STREET.

EFFECT OF PASSAGE The Resurfacing and Restoring of the Group 5 area.

EFFECT OF NON-PASSAGE The above described street improvement will not occur.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$48,776.42 to be paid for by Community,
Development & Planning.

ASSIGNED TO COMMITTEE _____